TOMPKINS COUNTY SOIL & WATER CONSERVATION DISTRICT 170 Bostwick Road, Ithaca, NY 14850 Phone (607) 257-2340 FAX (607) 257-7896

INVITATION TO BIDDERS

The Tompkins County Soil & Water Conservation District, Tompkins County, New York will receive sealed bids to purchase grass seed. Sealed bids, plainly marked as such, will be received at the office of the Tompkins County Soil & Water Conservation District, 170 Bostwick Road, Ithaca, NY 14850, on or before Friday, June 10, 2016, 3:00 p.m. The Bids will be opened and read aloud at 3:01 p.m., June 10, 2016. Facsimile and e-mail bids will not be accepted. The Tompkins County Soil & Water Conservation District Board of Directors will hold a meeting June 13th, 2016 starting at 3:30 p.m. at which point the lowest responsible bidder will be awarded a contract.

The bid packets with specifications are available at the Tompkins County Soil & Water Conservation District Office at the address printed above or on their website www.tompkinscountyny.gov/swcd. Printed copies of the documents can be obtained for a fee of \$10.00 if picked up at the office or \$50.00 if they are mailed. Mailed bids require shipping information and costs will be charged to the interested bidder. Fees are refundable to the bidder if they submit a bid for the project.

Bids to be submitted net, less all taxes, will be delivered to Tompkins County SWCD 170 Bostwick Road, Ithaca, NY, 14850.

The Tompkins County Soil & Water Conservation District reserves the right to waive any informality in bids and to reject any or all bids, if it is in the public interest to do so.

The information given must be complete enough to enable those who consider the various bids to compare the offerings of one bid with another.

By

Jonathan Negley

District Manager
Tompkins County Soil & Water Conservation
District

TOMPKINS COUNTY SOIL & WATER CONSERVATION DISTRICT

Bid Packet

for

Grass Seed

Bid Deadline: June 10, 2016 3:00 pm



Tompkins County Soil & Water Conservation District 170 Bostwick Road

Ithaca, NY 14850

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SECTION 100 - BID INFORMATION

101 RECEIPT AND OPENING OF BIDS

The Tompkins County Soil & Water Conservation District (herein called the "District") invites bids on the forms attached hereto. Bid instructions are given in Section 201 hereof.

Sealed bid proposals will be received at the office of the Tompkins County Soil & Water Conservation District, 170 Bostwick Road, Ithaca, NY 14850, until 3:00 p.m. on June 10, 2016. On June 13th at 3:30pm, at the District Board of Directors Monthly Meeting, the sealed proposals will be opened by the Tompkins County SWCD designee. The outside of the envelopes must bear the name and address of the bidder and "Sealed bid for Grass Seed"

The District may consider any informal bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered.

No bidder may withdraw a bid within forty-five (45) days after the actual date of the opening thereof.

102 QUALIFICATIONS OF BIDDERS

The District may make such investigations as it deems necessary to determine the qualifications of the bidder, and the bidder shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

103 BIDDER'S RESPONSIBILITY

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the contract documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

104 BID DEPOSIT

Copies of the documents can be obtained for a fee of \$10.00 if picked up at the office or \$50.00 if they are mailed. Mailed bids require shipping information and costs will be charged to the interested bidder. Fees are refundable to the bidder if they submit a bid for the project.

105 LIQUIDATED DAMAGES FOR FAILURE TO EXECUTE CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract, shall be removed from the bidders' list in the future and will be considered an unqualified bidder in future bid considerations.

106 TAX PROVISIONS

Purchases made by the District are not subject to state or local sales taxes or federal excise taxes.

107 OTHER PROVISIONS REQUIRED BY LAW

Each and every provision required by law to be inserted in the contract shall be deemed to be inserted herein, including all labor provisions concerning working hours and pay, non-discrimination in employment, equal opportunity employment, workman's compensation, and disability insurance.

108 PAYMENTS

Payment will be made when the grass seed has been deemed to meet specifications by the District, purchase contract is signed, and sale is closed.

109 AWARD OF CONTRACT

If a purchase is to be awarded, it will be to the lowest responsible bidder whose evaluation by the District indicates to the District that the award will be in the best interests of the public. This evaluation will include a review of past sales performance by the bidder and the capability of the equipment in the bid form. The District Board of Directors also reserves the right to accept and reject any or all bids. Bid prices must be effective for one (1) year beginning on June 10, 2016, ending June 10, 2017.

The District Board of Directors may award separate purchases to different bidders for each of the six seed bid categories: Seed Mixture Varieties, Individual Cool Season Grass Varieties, Warm Season Grass Varieties, Wetland Varieties, Wildflower Varieties, and Wildlife Food Plot Mixture Varieties.

If a purchase is to be awarded, the District will give the successful bidder a Notice of Award within ten (10) days after the bid opening along with a contract and sample purchase order that will be used for purchasing.

110 CONTRACT RENEWAL

The contract may be renewed under the same terms and conditions for a period of up to three (3) additional one (1) year terms upon written consent of both parties at least thirty (30) days prior to the expiration of the current purchase agreement.

Increase to the bid price may be honored at the time of renewal of the contract. The successful bidder must notify the Tompkins County Soil & Water Conservation District ninety (90) days prior to the contract anniversary date of his/her intent to increase prices.

111 DELIVERY

The grass seed will be delivered to the Tompkins County Soil & Water Conservation District at 170 Bostwick Road, Ithaca, NY 14850 (or to the location shown in the purchase order) within 10 days after the bidder receives an order from the District.

112 LATE OR NON-CONFORMING BIDS

In the event satisfactory bids fully in accord with the bid documents are not received, the District reserves the right to consider late or non-conforming bids.

SECTION 200 - PROPOSAL

201 BID INSTRUCTIONS

When submitting a bid, you must:

- 1. Prepare your bid on the bid form using blue or black ink or typewritten. Write the name of your company on each page of the bid in the space provided. Only one copy of the bid is required.
- 2. All blank spaces in the bid forms must be appropriately filled in with ink and the bid must be properly executed.

If the bidder believes other information is relevant to the bid award, it should be written in, or referenced in, the bid form. Any descriptive material must be enclosed with the bid.

All required contract assumptions from bidder must be submitted with the bid.

- 3. Sign the bid. By signing, you indicate your express authority to sign on behalf of yourself, or your company, or other entity, and that you have full knowledge and acceptance of the entire BID PACKET and any AMENDMENTS THERETO. The bid must be fully and properly executed by an authorized person.
- 4. RECORD THE REQUIRED INFORMATION ON THE ENVELOPE CONTAINING THE SEALED BID.
- 5. Mail the bid promptly or personally bring it to the District in order for it to be received before the time of the bid opening. *Late bids will be rejected*.

202 GRASS SEED SPECIFICATIONS

The following specifications are established as a guide to emphasize the quality of the product desired. Changes or deviations to these are acceptable provided they give the maximum result.

2016 Tompkins County SWCD Grass Seed Bid Packet

All bids must be accompanied with detailed specifications and literature. ** Please Note** The bid quote for the Warm Season Grass Varieties must be based on <u>certified seed of the specified types and varieties</u> on a Pure Live Seed (PLS) basis.

All seed shall conform to the current rules and regulations of the state where it is being used and from the latest crop available. It shall meet or exceed the standards for purity and germination listed.

Seed shall be labeled in accordance with the state laws and the U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitations for bids. Bag tag figures will be evidence of purity and germination. No seed will be accepted with a date of test of more than nine (9) months prior to the date of delivery to the site.

Seed that has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. The percent of noxious weed seed allowable shall be as defined in the current state laws relating to agricultural seeds. Type of weed seed shall not consist of invasive weeds. Each type of seed shall be delivered in separate sealed containers and fully tagged.

Each bag shall contain a tag which states the following information:

- Seed/Mix Name - Germination % - Dormant %

Lot number
 Weed Seed %
 Other Crop Seed %
 Pure Seed %
 Tested Date
 Origin

- Inert Matter % - Net Weight in lbs

The name of the vendor should also be clearly marked on the tag.

Seed Mixture Varieties

1.	Lawn	<u>Mix</u>		
	40%	Hard Fescue	95% purity	85% germination
	30%	Perennial Ryegrass	95% purity	85% germination
	10%	Kentucky Bluegrass (common)	95% purity	85% germination
	10%	Chewings Fescue	95% purity	85% germination
	10%	Annual Ryegrass	95% purity	85% germination
2.	<u>Tompl</u>	kins Conservation Mix		
	25%	Creeping Red Fescue	95% purity	85% germination
	25%	Perennial Ryegrass	95% purity	85% germination
	20%	Chewings Fescue	95% purity	85% germination
	10%	Hard Fescue	95% purity	85% germination
	10%	Annual Ryegrass	95% purity	85% germination
	10%	Wild White Clover	95% purity	85% germination
		(Kentucky Wild White max. 25% hards	seed)	-

2016 Tompkins County SWCD Grass Seed Bid Packet

3. <u>Transportation Mix</u>

30%	Creeping Red Fescue	95% purity	85% germination
30%	Perennial Ryegrass	95% purity	85% germination
20%	Chewings Fescue	95% purity	85% germination
10%	Hard Fescue	95% purity	85% germination
10%	Annual Ryegrass	95% purity	85% germination

Individual Cool Season Grass Varieties

1.	Kentucky Bluegrass (common)	95% purity	85% germination
2.	Creeping Red Fescue	95% purity	85% germination
3.	Perennial Ryegrass	95% purity	85% germination
4.	Tall Fescue (endophyte free variety)	95% purity	85% germination
5.	Annual Ryegrass	95% purity	85% germination
6.	Ladino White Clover	95% purity	85% germination
7.	Orchardgrass (early maturity)	95% purity	85% germination
8.	Orchardgrass (medium maturity)	95% purity	85% germination
9.	Orchardgrass (late maturity)	95% purity	85% germination
10.	Timothy	95% purity	85% germination
11.	Smooth Bromegrass	95% purity	85% germination
12.	Alfalfa (hay variety)	95% purity	85% germination
13.	Alfalfa (pasture variety)	95% purity	85% germination
14.	Wildrye, (Riverbank variety)	95% purity	85% germination
15.	Red Top, (Bentgrass variety)	95% purity	85% germination
16.	Cereal Rye, ('Aroostook' Cultivar)	95% purity	85% germination

Warm Season Grass Varieties

1.	Switchgrass, Shelter, certified	98% purity	85% germination + dormancy
2.	Big Bluestem, Niagara, certified	98% purity	85% germination + dormancy
3.	Little Bluestem, Albany Pine Bush	98% purity	85% germination + dormancy
	ecotype or PA ecotype, certified		
4.	Indiangrass, PA ecotype, certified	98% purity	85% germination + dormancy
5.	Deertounge, Tioga, certified	98% purity	85% germination + dormancy
6.	Virginia Wildrye, (Omaha variety)	98% purity	85% germination
7.	Canada Wildrye	98% purity	85% germination

Wetland Varieties

1.	Fox Sedge	95% purity	85% germination
2.	Squarrose Sedge	95% purity	85% germination
3.	Broom Sedge	95% purity	85% germination

2016 Tompkins County SWCD Grass Seed Bid Packet

Wildflower Varieties

1.	New York Aster	95% purity	85% germination
2.	Smooth Blue Aster	95% purity	85% germination
3.	Hairy Beardtongue	95% purity	85% germination
4.	Spotted Beebalm	95% purity	85% germination
5.	Purple Bergamot	95% purity	85% germination
6.	Wild Bergamot	95% purity	85% germination
7.	Black-Eyed Susan	95% purity	85% germination
8.	Marsh Blazing Star	95% purity	85% germination
9.	Boneset	95% purity	85% germination
10.	Cardinal Flower	95% purity	85% germination
11.	Culver's Root	95% purity	85% germination
12.	Yellow Wild Indigo	95% purity	85% germination
13.	Spotted Joe Pyeweed	95% purity	85% germination
14.	Wild Lupine	95% purity	85% germination
15.	Butterfly Milkweed	95% purity	85% germination
16.	Swamp Milkweed	95% purity	85% germination
17.	Round-headed Lespedeza	95% purity	85% germination
18.	Great Blue Lobelia	95% purity	85% germination
19.	New York Ironweed	95% purity	85% germination
20.	Turtlehead	95% purity	85% germination
21.	Blue Vervain	95% purity	85% germination
∠1 .	Diac vervain	7570 purity	05 /0 germination

Wildlife Food Plot Mixture Varieties

1.	Food F	Plot Mix #1		
1.	25%	Ladino White Clover	95% purity	85% germination
	25%	Dutch White Clover	95% purity	85% germination
	20%	Medium Red Clover	95% purity	85% germination
	10%	Chicory	95% purity	85% germination
	10%	Perennial Ryegrass	95% purity	85% germination
	10%	Orchardgrass (medium maturity)	95% purity	85% germination
2.	Food I	Plot Mix #2		
	25% L	adino White Clover	95% purity	85% germination
	25% D	Outch White Clover	95% purity	85% germination
	20% N	Medium Red Clover	95% purity	85% germination
	20% P	urple Top Turnip Brassica	95% purity	85% germination
		Chicory	95% purity	85% germination
3.	Food I	Plot Mix #3		
	25% P	urple Top Turnip Brassica	95% purity	85% germination
		Rape Seed Leaf Brassica	95% purity	85% germination
		Perennial Ryegrass	95% purity	85% germination
	20% A	• •	95% purity	85% germination
		Chicory	95% purity	85% germination
		<i>J</i>	F J	5-7-6

203 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf on any bidder, certifies, and in the case of joint bid, each part thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- (a) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE:

Chapter 675 of the Laws of New York for 1966 provides that every bid made to the State or any public department, agency, or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed, or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award, nor shall any award be made, where (a), (b), and (c) above have not been complied with; provided however, that if, in any case, the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b), and (c) above have not been compiled with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department, or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers or proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (a), (b), and (c) above.

Any bid hereafter, made to the State or any public department, agency, or official thereof by a corporate bidder for statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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Bidder's Signature:	Date:	

204 STATEMENT OF UNDERSTANDING PROCUREMENT LOBBYIST RESTRICTIONS:

Pursuant to State Finance Law #139-j and 139-k, this "Solicitation for Sealed Bids" includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer during the procurement process. An Offerer/bidder is restricted from making contact from the earliest notice of intent for Solicitation of Sealed Bids, through final award and approval of the Procurement Contract by the Tompkins County Soil and Water Conservation District and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law # 139-j(3)(a).

Designated staff include Jonathan Negley (District Manager) and Kym Jackson (Senior Account Clerk) for the District. Tompkins County SWCD employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two (2) statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two (2) findings within a four (4) year period, the Offerer/bidder is debarred from obtaining Governmental Procurement Contracts. Further information about these requirements can be obtained by contacting the Tompkins County SWCD.

Contractor Affirmation:

I hereby affirm that I understand and agree to comply with the procedures of the Tompkins County SWCD relative to permissible contacts as required by State Finance Law #139-j(3) and #139-j(6)(b).

Signature:	Date:
Name:	
Title:	
Contractor Name:	
Contractor Address:	

Note: This form must be included with bid or the bid will be considered incomplete and disqualified.

205 ANTI-DISCRIMINATION CLAUSES

In accordance with Article 15 and Section 312 of the Executive Law, and Section 220-e and 239 of the Labor Law, the Contractor and/or vendor and/or supplier agrees to be bound by the following clauses which are hereby made part of the contract and agrees to include such provisions in any subcontracts.

- a. The Contractor and/or vendor and/or supplier will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- b. At the request of the contracting agency, the Contractor and/or vendor and/or supplier shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor and/or vendor and/or supplier 's obligations herein; and
- c. The Contractor and/or vendor and/or supplier shall state, in all solicitations or advertisements for employees, that, in the performance of this contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

206 CONTRACT CANCELLATION CLAUSE

The contractor and/or vendor and/or supplier hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury, to testify concerning any transaction or contract he/she has with the State, any political subdivision thereof, or of a public authority, to sign a waiver of immunity against questions concerning such transaction or contract:

- (a) Such persons, any firm, partnership, or corporation of which he/she is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any official thereof, for goods, work, or services, for a period of five (5) years after such refusal; and
- (b) Any and all contracts made with any municipal corporation or any public department, agency, or official thereof since the effective date of this law, by such persons, and by any firm, partnership, or corporation of which he/she is a member, partner, director, or officer, may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

SECTION 300 - ITEMIZED BID SHEET

Name of Bidder:	
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Seed Mixture Bid

Item No.	Description (mix type)	Bid Price per Pound (PLS)
1	Lawn Mix	
2	Tompkins Conservation Mix	
3	Transportation Mix	

Individual Cool Season Grass Varieties Bid

Item No.	Description (seed type)	Bid Price per Pound (PLS)
1	Kentucky Bluegrass (common)	
2	Creeping Red Fescue	
3	Perennial Ryegrass	
4	Tall Fescue (endophyte free	
	variety)	
5	Annual Ryegrass	
6	Ladino White Clover	
7	Orchardgrass (early maturity)	
8	Orchardgrass (medium maturity)	
9	Orchardgrass (late maturity)	
10	Timothy	
11	Smooth Bromegrass	
12	Alfalfa (hay variety)	
13	Alfalfa (pasture variety)	
14	Wildrye, (Riverbank Variety)	
15	Red Top, (Bentgrass Variety)	
16	Cereal Rye, ('Aroostook'	
	Cultivar)	

Warm Season Grass Varieties

Item No.	Description (seed type)	Bid Price per Pound (PLS)
1	Switchgrass, Shelter	
2	Big Bluestem, Niagara	
3	Little Bluestem, Albany Pine	
	Bush ecotype or PA ecotype	
4	Indiangrass, PA ecotype	
5	Deertounge, Tioga	
6	Virginia Wild Rye, Omaha	
7	Canada Wild rye	

Wetland Varieties

Item No.	Description (seed type)	Bid Price per Pound (PLS)	
1	Fox Sedge		
2	Squarrose Sedge		
3	Broom Sedge		

Wildflower Varieties

Item No.	Description (seed type)	Bid Price per Pound (PLS)
1	New York Aster	
2	Smooth Blue Aster	
3	Hairy Beard Tongue	
4	Spotted Beebalm	
5	Purple Bergamot	
6	Wild Bergamot	
7	Black-Eyed Susan	
8	Marsh Blazing Star	
9	Boneset	
10	Cardinal Flower	
11	Culver's Root	
12	Yellow Wild Indigo	
13	Spotted Joe Pyeweed	
14	Wild Lupine	
15	Butterfly Milkweed	
16	Swamp Milkweed	
17	Round-Headed Lespedeza	
18	Great Blue Lobelia	
19	New York Ironweed	
20	Turtlehead	
21	Blue Vervain	

Wildlife Food Plot Mixture Bid

Item No.	Description (seed type)	Bid Price per Pound (PLS)
1	Food Plot Mix #1	
2	Food Plot Mix #2	
3	Food Plot Mix #3	

Signature Page

Company Name:		
Contact Person:		
Company Address:		
Company Phone Number:		
Federal I.D. Number:(if applicable)		
Signature of Bidder:	Date:	

By signing this document I certify that I have read and understand the design information provided in this package. I also certify that this bid is true and correct and that neither myself nor an agent of this company has colluded with any other bidder in preparation of this document.